

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-394-T – ORDER NO. 2020-_____
_____,2020

IN	Application of The Moving Gurus,)	ORDER GRANTING
RE:	LLC, for a Class E (Household)	CLASS E HOUSEHOLD
	Goods) Certificate of Public)	GOODS CERTIFICATE
	Convenience and Necessity for)	STATEWIDE
	Operation of Motor Vehicle Carrier)	AUTHORITY

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of The Moving Gurus, LLC (“Applicant” or “The Moving Gurus”) to amend its Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPC&N”). Applicant seeks a CPC&N with authority to move household goods throughout the state. Notice of this Application was timely published pursuant to S.C. Code Ann. Reg. 103-132 on January 10, 2020. No third parties intervened.

A hearing on the Application was held on March 25, 2020. Consistent with Governor McMaster’s Executive Order 2020-11, the hearing was held electronically by Skype and telephone in order to keep the persons involved physically separated due to the Novel Corona Virus Pandemic presently afflicting the country. In all other respects, the hearing was held in the same manner as any other; the witness was sworn, and the proceedings were recorded.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny

R. Pittman, Esquire. The ORS informed the Commission it did not oppose The Moving Gurus' Application.

The Moving Gurus called its President, Michael Wright as a witness. Mr. Wright is the sole member and organizer of The Moving Gurus. Mr. Wright is a graduate of Clemson University, with a bachelor's degree in engineering. He holds an unlimited commercial builder's license and is the owner of several small businesses.

Mr. Wright believes South Carolina's rapid population growth will provide an opportunity for his household goods moving business. Mr. Wright plans to reach customers by advertising in newspapers, social media outlets, and by word of mouth. Applicant is exempt from having a safety rating from the U.S. Department of Transportation.

Mr. Wright also testified that there are no complaints or judgments against him or The Moving Gurus; he has adequate equipment and facilities to provide moving services and has adequate financial resources. The Moving Gurus has obtained appropriate insurance, with limits exceeding the required amounts. Applicant certified that it is familiar with and will comply with all applicable statutes and regulations. Mr. Wright testified The Moving Gurus has purchased a truck and has three employees, including an operations manager with experience in the moving industry. Mr. Wright plans to grow the business gradually over the next

five years, adding trucks, and possibly expanding in other locations. Applicant will use the tariff and bill of lading approved in with this application.

On February 11, 2020, Applicant moved to present shipper witness testimony by affidavit. The Commission granted this request by Order No. 2020-13-H. Applicant offered the shipper witness affidavit testimony of Leland (Eddie) Burch. Mr. Burch, a real estate broker with 14 years of experience in South Carolina, testified South Carolina's housing market is strong. Mr. Burch is frequently asked to recommend movers of household goods, and it can be difficult to find qualified movers who are hardworking and ethical. Aff. ¶ 4. Mr. Burch also stated that he knows Mr. Wright to be honest, dependable, professional, and conscientious in all his business endeavors. Aff. ¶ 6.

ORS did not prefile testimony but submitted a letter to the Commission on March 19, 2020, stating that ORS "is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012)."

The Commission finds The Moving Gurus has demonstrated that it is fit, willing, and able to operate a household goods mover under S.C. Code Ann. § 58-23-330 and S.C. Code Reg. 103-133. We also find that the public convenience and necessity is not already being served by existing authorized services. Therefore, The Moving Gurus' Application for statewide authority should be granted.

IT IS THEREFORE ORDERED:

1. The Application of The Moving Gurus, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout the state.

2. The final Tariff and Bill of Lading are approved and attached hereto as Order Exhibit 1.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et. seq.*, as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S. C. Code Section 58-23-10 *et seq.*, and the applicable regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of the Applicant to either 1) complete the certification process by complying with the Office of Regulatory Staff requirements within ninety (90) days of this Order, or 2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Under the two-month reporting requirement continued in Order No. 2014-443 (May 21, 2013), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the present Order. If such notification is provided, the docket will be closed.

8. This Order will remain in full force and effect until further order of the Commission.

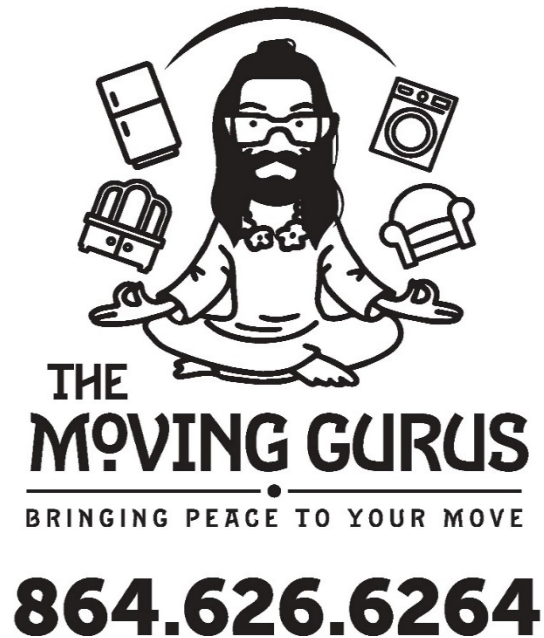
BY ORDER OF THE COMMISSION:

Comer H. "Randy" Randall, Chairman

ATTEST:

Chief Clerk / Executive Director

EXHIBIT 1



The Moving Gurus L.L.C.

209 Depot St. Suite E

Greer, SC 29651

TheGuru@themovinggurus.com

**Regulations and Schedule of Charges Applicable to Intrastate Household goods moved within the
state of South Carolina**

Applicability of Tariff

This tariff describes the rates and fees applicable to the intrastate household goods moved by The Moving Gurus L.L.C. in the state of South Carolina.

Table of Contents

Title Page.....	1
Applicability Statement.....	2
Table of Contents.....	3
Transportation Charges.....	4
Hourly Rates.....	4
Downtime Charges.....	4
Piano Fees.....	5
Gun safe Fees.....	5
Heavy Item Fee.....	5
Packing and Moving Supplies.....	6
Claims.....	6
Delays.....	6

Transportation Charges

All Transportation Charges will be described below.

Hourly Rates

The Move will be charged on a quarter hour basis with a two-hour minimum charge. Charges will begin when the truck/movers arrive at the location and will end when the customer declares the move to be complete. The time will then be rounded up or down to the nearest quarter hour.

<u>Moving Services</u>	<u>Days</u>	<u>Charges</u>
Two Gurus(pack/unpack/load/unload)	Monday-Thursday	\$110/hr
Two Gurus(pack/unpack/load/unload)	Friday-Sunday	\$120/hr

Additional Gurus

Each additional Guru will cost \$35/hr extra

Additional Trucks

Each additional truck will require two Gurus and will be charged the applicable rate according to the day of the week

Downtime

Downtime due to customer will be charged at the standard hourly rate. Customer will not be charged for downtime due to the Moving Gurus LLC.

Minimum Charges

A two-hour minimum charge will be applied to all moves under two hours. After two hours customers will be charged by rounding to the nearest quarter hour after the move is complete.

Travel Fee

A \$1.50 per mile fee will be applied for each truck. For moves within a 20 mile radius of The Moving Gurus office Mileage will be charged from The Moving Gurus office to the pickup location and to the drop off location. For moves in which any location is outside a 20 mile radius of The Moving Gurus office round trip mileage will be applied. Google maps will be used to determine mileage.

Deposit

A two-hour deposit plus travel fee is required for any job >40 miles from the office location.

Credit Card Fee

A 3% credit card fee will be applied to the end total of any transaction completed using a credit card or debit card.

Heavy/Bulky Item Fees

Pianos (48" or less)

\$100 min. piano fee for each piano

3 Gurus with a 2 hr minimum

No Grand Pianos or "Baby Grands"

Travel Fees will be applied as stated above

Pianos (above 48")

\$150 Large piano fee will be applied for each piano

4 Guru @the 2 hour minimum

No Grand Pianos or "Baby Grands"

Travel Fee will be applied as stated above

Gun Cabinet/Gun Safe/Safe (Under 400 lbs)

\$100 Gun safe/Safe fee will be applied for each gun safe

3 Gurus with a 2 hour minimum

Gun safe must be empty

Travel fee will be applied as stated above

Gun Cabinet/Gun Safe/Safe (400-600 lbs)

\$200 Large Safe Fee will be applied for each safe

+ 4 Gurus for a 2 hour minimum

Safe must be empty

Travel Fee will be applied as stated above

Any heavy item, piano, or gunsafe that must travel more than 5 consecutive steps during a move will require two extra movers.

Heavy Item Fee**200 to 400 lbs**

2 Gurus with a 2 hour minimum charge plus \$100 heavy item fee

400 to 600 lbs

4 Gurus with a 2 hour minimum charge plus a \$200 heavy item fee

Supplies

Boxes.....\$2.50 per box(small/med) \$3.50/box(large)

Wardrobe Box.....\$15.00 per box

Blankets.....\$12.00

Cam-buckle Straps.....\$8.00

Packing Paper Cost Charge.....\$20.00

A 6% sales tax will be added to all supplies sold by The Moving Gurus.

The Moving Gurus will not move any item containing gas or any other hazardous materials and reserves the right to decline moving any item the supervisor feels may be dangerous or illegal.

The Moving Gurus reserves the right to decline moving any item of an extremely fragile nature or any item the supervisor feels is improperly packed or stored.

The Moving Gurus is not responsible for any items packed by the customer. Any boxes with items of an extremely fragile nature should be labeled and pointed out to the supervisor

Section 2**1.Claims**

A. All claims for damages, overcharges, or loss must be made within 30 days of the move. Claims may be written and attached to the bill of lading or emailed to theguru@themovinggurus.com All claims made after 30 days will be null and void.

B. The Moving Gurus reserves the right to inspect any damaged items.

C. The Moving Gurus reserves the right to repair the damage in question. If repair is not possible, The Moving Gurus will compensate for the damage using a straight-line depreciation based on the market model.

D. The Moving Gurus does not assume liability for any item of an extremely valuable nature. The Moving Gurus will not accept responsibility for any item of actual or intrinsic value that comes into our possession with or without our knowledge.

2. Delays

The Moving Gurus cannot be responsible for any delays in the transportation of goods due to acts of God or unseen forces

THE MOVING GURUS

BRINGING PEACE TO YOUR MOVE



209 Depot St.
Unit E
Greer, SC 29650
864-626-6264

Inv. Number _____

Name _____ Tel. _____	TIME RECORD Start _____ A.M. _____ P.M. _____ Customer Initials _____ Finish _____ A.M. _____ P.M. _____ Customer Initials _____
From _____ Apt. _____	
To _____ Apt. _____	JOB HOURS _____
Other Stops _____	TRAVEL TIME _____
Moving Date _____ Day _____ Time _____ A.M. _____ P.M. _____	TOTAL HOURS _____

Moving Rate: _____ Vans _____ Men @ \$ _____ Per Job Hr., Plus _____ Hrs. Travel Time _____

ESTIMATE OR REMARKS

(Approx. estimate-packing date-Instructions on job-or other info.)

VALUATION

Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding _____ cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:

SHIPPER - IMPORTANT - READ WHAT YOU ARE SIGNING

X

Article

Value

IMPORTANT

(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.

CUSTOMER: _____

BY: _____

MOVER: _____

BY: _____

DELIVERY RECEIPT

Except as specifically endorsed hereon
All services and All articles received in Good Condition

CUSTOMER: _____

BY: _____

RATES AND DESCRIPTION

MOVING _____ hours @ \$ _____ per hr.
OVERTIME _____ hours @ \$ _____ per hr.
CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.
WEIGHT _____ lbs. @ \$ _____ per lb.
PIANO CHGS. _____
OTHER _____

_____ Barrels, packed _____ @ \$ _____ each
_____ Barrels, loaned _____ @ \$ _____ each
_____ Wardrobes _____ @ \$ _____ each
_____ Cartons or boxes _____ @ \$ _____ each
_____ Matt cartons _____ @ \$ _____ each
Other _____

Whse. Labor chgs. _____
Storage chgs. _____
Other _____

Carrier Liability; shipper declares the full value of the shipment for the purpose of carrier liability to be:

Amt. \$ _____ @ \$ _____ per \$100.00

TOTAL CHARGES

Advance Deposit

BALANCE DUE

RECEIVED PAYMENT

MOVER: _____

BY: _____

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 30 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coorage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given in the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refunded or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.